

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

CHROMAR SYSTEMS, INC., et al.,

v.

**ALCATEL-LUCENT ENTERPRISE,
USA, INC.,**

§
§
§
§
§
§
§
§
§

Civil Action No. 6:15-cv-163-JDL

VERDICT FORM

In answering these questions, you are to follow all of the instructions I have given you in the Court's Final Jury Instructions. Your answers to each question must be unanimous.

1. QUESTION 1- INVALIDITY

Did ALE prove by clear and convincing evidence that any of the asserted claims of the following patents are invalid?

If you find the claim invalid, answer "Yes" (Invalid). Otherwise, answer "No" (Not Invalid).

'012 Patent
Claim 31 No
Claim 35 No
Claim 43 No
Claim 60 No

'107 Patent
Claim 1 No
Claim 5 No
Claim 72 No
Claim 103 No

'760 Patent
Claim 1 No
Claim 59 No
Claim 69 No
Claim 72 No
Claim 145 No

'838 Patent
Claim 1 No
Claim 7 No
Claim 26 No

2. QUESTION 2- DAMAGES

Answer Question No. 2 only if you have found at least one claim in Question No. 1 is not invalid (i.e. wrote "No" in any blank).

What sum of money do you find by the preponderance of the evidence would fairly and reasonably compensate Chrimar for ALE's infringement of the patent claims?

\$ 324,558.34 (\$1.2067 per port)

3. QUESTION 3- FRAUD

Did ALE prove by a preponderance of the evidence that Chrimar committed fraud against ALE?

Answer "Yes" or "No" No

4. QUESTION 4- BREACH OF CONTRACT

(a) Did ALE prove by a preponderance of the evidence that Chrimar breached a contract with the IEEE?

Answer "Yes" or "No" No

(b) If you answered "Yes" to 4(a), did ALE prove by a preponderance of the evidence that ALE is a third-party beneficiary to the contract between Chrimar and the IEEE that you found Chrimar to have breached?

Answer "Yes" or "No" (scribble)

Signed this 7 day of October, 2016.

